



REQUEST FOR INFORMATION (RFI)

PURCHASE AND/OR INSTALLATION OF PARK SITE AMENITIES AND REPLACEMENT PLAYGROUND EQUIPMENT

RFI Number:	<u>17-0421</u>	Contracting Officer:	<u>Sandra Rogers</u>
Issue Date:	<u>11/01/2016</u>	Response Date/Time:	<u>12/14/2016 3:00 PM</u>

I. Request for Information (RFI)

This specific RFI is intended to identify and select an initial pool of qualified vendors for inclusion in the spot-bidding process for the purchase & or installation of various park amenities (including, but not limited to, park benches, picnic tables, trash receptacles and lids, bike racks etc.) and the replacement of playground equipment associated with operations at Lake County parks and related properties.

II. Designated Procurement Representative

Responses to, and questions concerning any portion of, this RFI shall be directed in writing to Sandra Rogers as follows:

Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800

Phone: 352.343.9424 Fax: 352.343.9473 E-mail: srogers@lakecountyfl.gov

III. RFI Purpose and Process

The purpose of this RFI is as stated in Section I above. The County intends to initially select, and consistently maintain, at least (5) active vendors to serve as a qualified bidding group for the purchase or, or the purchase and installation of various park

amenities and replacement playground equipment located throughout Lake County. The initial selection of vendors will be based on County evaluation of the following factors:

- a. Type and range of similar related park amenities and playground equipment
- b. Reputation and reliability of manufacturer
- c. Quality and durability of equipment
- d. Past performance record and licensure

It is specifically noted that evaluation factor “a” above is considered the highest priority evaluation factor as the County intends to award to firms that state, and show evidence of, successful performance of all or a high proportion of the various tasks listed in this RFI. If required to limit the number of selected vendors to a reasonable level, County staff reserves the right to place an award-determining emphasis on evaluation factor “c” above. The County also reserves the right to conduct one or more additional qualifying process (es) if needed to support an initial selection, or subsequent maintenance, of the numbers of vendors desired within the competitive bidding group.

Attachment A describes the basic technical qualifying input that must be provided by any responding vendor to be considered for inclusion in the qualified bidding group. Vendors may provide additional qualifying information within Attachment A.

Attachment B is the draft of the general Agreement that each selected vendor will be required to execute in order to be included in the qualified bidding group. All vendors are advised that the County intends no significant modification of the terms and conditions currently included in the draft Agreement. Any comments regarding the content of the draft Agreement must be provided as a part of the vendor’s initial response.

Please return either one electronic or three hard copies of the completed response to the RFI, each with completed Attachments A, B, C and D to the location stated in Section II above.

Response by the designated date and time will ensure full consideration of your response.

IV. Overview of the Park Site Amenities and Replacement Playground Equipment Requirement

Items that may be procured during bidding process are as noted below.

- Park benches- Kirby Product (Hampton Brand)
- Bleachers- GT Grandstands Product
- Bike racks- Kirby Product (Standard ABK 1000)
- Picnic tables- Polly Products
- Trash cans- Kirby Product (Olympia Brand)
- Bench swings- Miracle or Play-more Products
- Slides- Must match existing manufactured brand
- ADA playground entry ramp- Plastic Borders product

- Dugout shade structures- Custom built to order
- Swings- Miracle or Play-more Products
- Climbers (Same as below)
- Small playground structures (Miracle, Landscape Structures, Game-Time)
- Truncated domes- Grainger Product or approved equal
- Calming Devices- Speed Bumps & Humps (Model # 3CZ3016)
- Bollards- Safety Zone Product or approved equal
- Poly-cap- Poly Guard Fence cap (Yellow Safety Cap-4 ½” Diameter Roll)
- Delineators- Safety Zone Products
- Helmet Trees- A.D. Starr Product
- Various Spring toys- Sports Play Products
- Baseball home plates / bases- Soft Touch Products
- Landscaping stakes- Galvanized Landscape Stakes (29 INCH long X 1 ¾” round)
- Bar-B-Que Grills- R.J Thomas Manufacturing (Pilot Rock)
- Wheel stops- Concrete (6 FT. long X 9 INCH wide X 5 INCH height)
- Foul Poles- Patterson Williams (Model 1273)
- Drinking fountains- Halsey Taylor (Model # 4720) or Plumbing Supply (Model#10145SM)
- Public Bike Pumps & Fix it Station- Air Station Brand
- Volleyball netting or posts- Volleyball USA
- Goal posts- Jay Pro Model # FBSC 200
- Basketball post & backboards- Jay Pro Basketball #996
- Score Keepers Table- Wabash Valley
- Other related items/ products

Note: Lake County Parks & Trails has the right to approve or refuse any products submitted as an equal. Approved equal submittals subject to Parks & Trails final determination.

Competition will be required for any purchase valued in excess of \$1,000. Competition for purchases below that value may be conducted. The average value of any individual purchase transaction is estimated at \$13,300. The maximum value for any individual purchase transaction under this contractual structure is \$50,000. Individual purchase transactions valued in excess of \$50,000 are subject to full and open competition.

V. Specifications:

All product(s) delivered shall comply with all applicable code and the general terms and conditions of the draft agreement included herein as **Attachment B**. Vendor shall perform all assigned effort in accordance with all stated requirements, terms, and conditions.

VI: Acceptance of Goods or Services

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the

goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

VII: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

VIII. Caveat Regarding Quantity of Work:

Purchase volume is largely dependent upon future grant and funding conditions. No specific degree of expenditure is guaranteed under the program as a whole, or to any one specific vendor, under the program.

IX. Installation Manuals:

The vendor shall supply the county with a minimum of two (2) comprehensive installation manuals which describe the appropriate use of the equipment and installation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

REQUEST FOR INFORMATION (RFI) 17-0421

**PURCHASE AND/OR INSTALLATION OF PARK SITE AMENITIES AND
REPLACEMENT PLAYGROUND EQUIPMENT**

**ATTACHMENT A
Technical Response/Input**

Vendor Information

Responding Vendor: _____
Vendor Representative (printed name): _____
Vendor Representative (printed title): _____
Vendor Representative (signature): _____
Vendor Address: _____

Vendor Phone: _____ Vendor Fax: _____
Vendor e-mail address: _____

Technical Input

In addition to providing the information requested below, the vendor shall complete the attached "Work Reference" form in sufficient detail to enable the County to determine the adequacy of the vendor's performance record. Vendors may provide additional references by completing additional copies of the form. Vendors are requested to provide a copy of each license described below with the initial response.

1. Years of general experience: _____
2. Years of specific experience: _____
3. Contractor's estimated time of delivery from receipt of Purchase Order:

4. Manufacturers that vendor provides:

(Additional info can be provided via separate sheets)
5. IPEMA (International Playground Equipment Manufacturers Association) certified? _____

ATTACHMENT B

TASK LISTING AND VENDOR CAPABILITY CONFIRMATIONS:

By checking in the appropriate space, responding vendors shall confirm which of the following items they have successfully performed in the last three years and/or have a current capability to perform. Vendors are encouraged to provide evidence of successful performance for any task for which they have stated capability to perform.

- ☐ Delivery or Delivery and Installation of benches
- ☐ Delivery or Delivery and Installation of bleachers
- ☐ Delivery or Delivery and Installation of bike racks
- ☐ Delivery or Delivery and Installation of picnic tables
- ☐ Delivery or Delivery and Installation of trash cans and lids
- ☐ Delivery or Delivery and Installation of bench swings
- ☐ Delivery or Delivery and Installation of slides
- ☐ Delivery or Delivery and Installation of ADA playground entry ramp
- ☐ Delivery or Delivery and Installation of dugout shade structures
- ☐ Delivery or Delivery, Assembly, and Installation of swings
- ☐ Delivery or Delivery, Assembly and Installation of climbers
- ☐ Delivery or Delivery, Assembly and Installation of small playground structures
- ☐ Delivery or Delivery, Assembly and Installation of truncated domes
- ☐ Delivery or Delivery and Installation of traffic calming devices
- ☐ Delivery or Delivery and Installation of bollards
- ☐ Delivery or Delivery and Installation of poly-cap
- ☐ Delivery or Delivery and Installation of delineators
- ☐ Delivery or Delivery and Installation of helmet trees
- ☐ Delivery or Delivery, Assembly and Installation of various spring toys
- ☐ Delivery or Delivery and Installation of baseball home plates / bases
- ☐ Delivery or Delivery and Installation of landscaping stakes
- ☐ Delivery or Delivery, Assembly and Installation of Bar-B-Que grills
- ☐ Delivery or Delivery and Installation of wheel stops
- ☐ Delivery or Delivery and Installation of foul poles
- ☐ Delivery of drinking fountains
- ☐ Delivery of public bike pumps
- ☐ Delivery or Delivery and Installation of volleyball / pickle-ball netting or posts
- ☐ Delivery or Delivery, Assembly and Installation of goal posts
- ☐ Delivery or Delivery, Assembly and Installation of basketball posts & backboards
- ☐ Delivery or Delivery, Assembly and Installation of score keepers table
- ☐ Other related items/ products

ATTACHMENT C - WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

REQUEST FOR INFORMATION (RFI) 17-0421

**PURCHASE AND/OR INSTALLATION OF PARK SITE AMENITIES AND
REPLACEMENT PLAYGROUND EQUIPMENT**

**ATTACHMENT D
Sample Agreement**

**PURCHASE & OR INSTALLATION OF PARK SITE AMENITIES AND
REPLACEMENT PLAYGROUND EQUIPMENT
AGREEMENT #17-0421 ()**

Pursuant to Request for Information (RFI) 17-0421, the Lake County Board of County Commissioners (hereinafter "County") has selected the Contractor identified below as a qualified participant for the bidding process for various park site amenities and replacement playground equipment at County parks. It is confirmed that the lowest priced responsive bidder under each bidding process will be awarded the specific project for which bids are requested and received. No minimum or maximum quantity of work is guaranteed to the Contractor under this Agreement.

The Lake County Parks and Trails Division will oversee the program in compliance with applicable Lake County procedure and policy for any given task assignment valued in excess of \$1,000. And maximum value for any task assignment under this contractual structure is \$50,000. Contractor will complete all documents required for project administration. The Contractor agrees to provide all plans, labor, supervision, materials, equipment and operations necessary to complete the specified work efforts in accordance with applicable County and other applicable directives and codes. Contractor will be responsible for the acquisition of all required permits for all of the work to be performed. The Contractor agrees to comply with all terms, conditions, and requirements of the County and other cognizant public entities. The Lake County Parks and Trails Division retains the right to periodically inspect all work that the Contractor performs to ensure adequate and satisfactory progress is being maintained prior to approving any appropriate payments to the Contractor.

The Contractor shall present and maintain evidence of commercial general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, including completed operations. The Contractor shall show proof of Worker's Compensation Insurance, in accordance with Florida Statutes Chapter 440, or a copy of an approved BCM-204 Exempt form. Contractor will maintain the required insurance throughout the term of this Agreement. Other general terms and conditions applicable to this Agreement are attached hereto.

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for four (4) additional one (1) year periods. Contractor will provide a one (1) year warranty after issuance of the Certificate of Occupancy for all work performed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Office and by CONTRACTOR through duly authorized representative.

COUNTY:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to legal sufficiency:

Melanie Marsh, County Attorney

CONTRACTOR:

Name of Firm: _____
By; Name: _____
Title: _____
Signature: _____
Date: _____
Mailing Address: _____

GENERAL TERMS AND CONDITIONS/ PURCHASE AND/OR INSTALLATION OF PARK SITE AMENITIES AND REPLACEMENT PLAYGROUND EQUIPMENT

INSURANCE

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF
COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

PROMPT PAYMENT

It is the policy of the County that payment for all purchases by or through County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for payments ahead of the time frame required in the Prompt Payment Act. Payment activity requires that the prime contractor provide copies of lien waivers/releases confirming that any subcontractors used by the prime contractor have been paid in full.

WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this agreement. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit.

CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

SUBCONTRACTING

The vendor may subcontract appropriate portion(s) of the work with the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the County.

INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or

subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this agreement. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for itself any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

GRANT FUNDING

In the event any part of the agreement is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the County to perform the services identified herein.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

E-VERIFY

Vendor acknowledges and agrees that vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the vendor during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the agreement.

If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the Designated Procurement Representative named above.